ATTACHMENT 1

2011-2014 ADDENDUM TO THE NATIONAL PIPE LINE AGREEMENT BETWEEN THE PIPE LINE CONTRACTORS ASSOCIATION AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

The wage rates, fringes and conditions set out herein will apply in the states and for the type of work described below, through completion of jobs involving such work, where the International Brotherhood of Teamsters receives a job notification during the period January 1, 2012, to January 31, 2014, and the work on such jobs is started before January 31, 2014. This Addendum applies only to jobs for which both a signatory(ies) to the National Pipe Line Agreement and a non-signatory(ies) are bidding the work. Unless this Addendum is extended by mutual agreement of the parties prior to January 31, 2014, this Addendum shall expire on that date for all jobs not started prior to that date.

A. States

1. Alabama, Arizona, Arkansas, Colorado, Florida, Georgia, Idaho (A.2. States wages and fringes), Kansas, Louisiana, Mississippi, Montana, Nebraska, N. Mexico, N. Carolina, N. Dakota Oklahoma, S. Carolina, S. Dakota, Tennessee, Texas, Utah, Virginia, Wyoming

2. Connecticut, Delaware, D.C., Indiana (Bartholomew, Brown, Clark, Crawford, Dearborn, Decatur, Dubois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, And Washington only), Iowa (except Cedar, Clinton, Des Moines, Lee, Louisa, Muscatine and Scott Counties), Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New York (Zones 4 through 13), Ohio (excluding Columbiana, Mahoning and Trumbull Counties), Pennsylvania (except Bucks, Chester, Delaware, Montgomery and Philadelphia Counties), Rhode Island, Vermont and West Virginia.

B. Scope of Work

1. In those states set out in A.1. above the scope of the work is 16" and under, only, regardless of length.

2. In the states set out in A.2. above the scope of the work will be 16" and under only.

C. Wage, Rates, Fringes and Conditions

1. Wages and Fringes

a. In all states set out in A.1. above (except Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee and Texas), the following wage rates and fringes will apply for work bid on or after January 1, 2012, through January 31, 2014:

Group 1 - $24.01/Hr Total Package (Eff. 2/1/12 -$24.49; 2/1/13 - $24.98).
Applicable fringes deducted to determine base rate. To include low-boy, mechanic, skid truck, fuel truck and grease truck.

Group 2 - $22.04/Hr Total Package (Eff. 2/1/12 -$22.48; 2/1/13 - $22.93).
Applicable fringes deducted to determine base rate. To include winch truck and stringing truck.

Group 3 - $20.83/Hr Total Package (Eff. 2/1/12 - $21.25; 2/1/13 - $21.68).
Applicable fringes deducted to determine base rate. To include classifications presently listed in the National Pipe Line Agreement not included in Groups 1 and 2 above.

b. For Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee and Texas:

	12/1/11	2/1/12	2/1/13
Group 1	$ 23.08 TP	$23.54 TP	$ 24.01 TP
Group 2	$ 21.27 TP	$21.70 TP	$ 22.13 TP
Group 3	$ 20.19 TP	$20.59 TP	$ 21.00 TP

c. In all states set out in A.2. above, for work bid on or after January 1, 2012, through January 31, 2014, deduct $3.00 from full base rate plus fringes.

d. Low Boy, Stringing Truck, Mechanic, Fuel and Steward will receive premium of $2.25 above regular pay.

2. Conditions

I. A.1. States

a. Contractor has the right to hire 75% of employees direct for all states and scope of work set out above.

b. Teamsters will be paid driving time for going out and back to the job site based upon 1/2 hour instead of one hour.

c. Employees who are required to report to the warehouse will receive four-hours show-up pay when no work is provided; if work is started, employees will receive pay for actual hours worked with a minimum payment of four (4) hours.

d. Assembly Point/Warehouse Location. The assembly point/warehouse location may be determined by contractor on right-of-way or another location.

e. The parties involved have agreed that Teamsters driving vehicles transporting crews to the job site will be allowed to work in Laborer's classifications after reach ing the job site and vice versa insofar as the Laborers are concerned.

f. Composite Crew Concept. By mutual agreement contractor may establish for a project or job a crew or crews known as a "composite" which shall consist of the required crafts in such proportions as are respective to the type of work to be performed. In performing its work, the composite crew shall be allowed relaxation from strict craft jurisdiction, provided the employees from each craft are assigned to their craft's jurisdiction as far as practicable and possible, but not inconsistent with the provisions of the Addendum and National Pipe Line Agreement.

II. A.2. States

a. Employees who are required to report to the warehouse will receive four-hours show-up pay when no work is provided; if work is started, employees will receive pay for actual hours worked with a minimum of four (4) hours.

b. The contractor may establish an assembly point which will not exceed 25 miles from living accommodations and in no event will the assembly point be on the right-of-way or move along the right-of-way.

There are specific jobs within the scope of work of this Agreement for which all of the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with recognized principles agreed to by the parties during negotiations. For additional clarification on work to be covered, Employers should contact the signatory parties to this Addendum.

All other terms and conditions of the National Pipe Line Agreement between the Pipe Line Contractors Association and the International Brotherhood of Teamsters will remain in effect.

SCHEDULE B
NATIONAL PIPE LINE PARTICIPATION AGREEMENT

WHEREAS, the undersigned Employer has entered into a National Pipe Line Agreement with the International Brotherhood of Teamsters which requires said Employer to make contributions into designated funds, approved by the National Labor Relations Act, 1947, Section 302(c), at a stipulated rate and under certain conditions;

NOW, THEREFORE, IT IS AGREED by and between the undersigned Employer, the applicable multiemployer pension plans, and the International Brotherhood of Teamsters that such Employer hereby subscribes to the various agreements and declarations of trust and policies and procedures of the particular funds into which such Employer will be required to make contributions pursuant to the National Pipe Line Agreement, and agrees to be bound thereby and to amendments made or to be made thereto, but only to the extent they are consistent with the terms of this Agreement; and authorizes the parties to such trust agreements to name the trustees and successor trustees, and to administer the trusts; and does hereby ratify and accept such trustees and the terms and conditions of said trusts; provided, however, that no amendments or provisions of said agreement or declaration of trust shall bind the Employer for any financial obligations, including, without limitation, dues delinquency determinations or exit contributions, beyond that set forth in the National Pipe Line Agreement pursuant to which such contributions are made. Said Employer's obligations shall also be considered within and limited by the construction industry exemption of the Employee Retirement Income Security Act ("ERISA"), as amended by the Multiemployer Pension Plan Amendments Act of 1980 ("MEPPA") as long as said Employer is a construction industry employer within the meaning of 29 U.S.C. §1383(b). Furthermore, under this Agreement Employer shall only be obligated to contribute to plans which primarily cover employees in the building and construction industry, or plans which have been amended to provide that the construction industry exemptions of Sections 4203 and 4208 of ERISA apply.

DATED this _____ day of _________________, 20__.

EMPLOYER:

By: ____

____
Name of Company

____
Address

____

City and State

____

Title

"By the execution of this agreement on behalf of its affiliated local unions, the International Brotherhood of Teamsters does so for convenience only and does not assume any liabilities with respect to such agreements and declarations of trust or with respect to local union contracts to which the International Brotherhood of Teamsters is not a party."

ACCEPTED:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
ON BEHALF OF ITS AFFILIATED LOCAL UNIONS

By: ____

Title

ACCEPTED:

BY THE TRUSTEES OF THE FOLLOWING

____

Name of Fund

____

____

____

____

____

____

Local Union

By: ____

Authorized Business Agent